

United States District Court
District of North Dakota
Eastern Division

Caliber Home Loans, Inc.,

Plaintiff,

v.

COUNTRY Mutual Insurance Co.,
COUNTRY Mutual Insurance Co. d/b/a
COUNTRY Financial, CC Services, Inc.,
CC Services, Inc. d/b/a COUNTRY Financial,
and COUNTRY Financial,

Defendants.

Case No. _____

Notice of Removal

TO: THE JUDGE AND CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NORTH DAKOTA, EASTERN DIVISION;

THE JUDGE AND CLERK OF THE NORTH DAKOTA DISTRICT COURT FOR TRAILL COUNTY, NORTH DAKOTA; and

PLAINTIFF, CALIBER HOME LOANS, INC.; AND ITS ATTORNEY PETER D. MOROWSKI, MACKOFF KELLOGG LAW FIRM, 38 SECOND AVENUE EAST, DICKINSON, ND 58601.

NOTICE IS HEREBY GIVEN that the above-entitled action is removed from the District Court of Traill County in the East Central Judicial District, State of North Dakota, to the United States District Court for the District of North Dakota, Eastern Division, on the following grounds:

1. COUNTRY Mutual Insurance Co., CC Services, Inc., and COUNTRY Financial (collectively, “Defendants”) are the named Defendants in this matter. (CC Services, Inc. and COUNTRY Financial are a different corporation and a trade name, respectively. They had no involvement in the matters alleged in the lawsuit and have been erroneously named parties).

2. On February 2, 2018, Plaintiff served Defendant CC Services, Inc. with a Summons and Complaint via service upon Corporation Service Company. Plaintiff’s Summons and Complaint are attached hereto as Exhibit 1 and are incorporated by reference.

3. To the best knowledge, information, and belief of Defendants, no further proceedings or pleadings have taken place, other than service of the Summons and Complaint on CC Services, Inc.

4. Plaintiff's action is a civil suit sounding in contract and tort and seeking monetary relief. Specifically, Plaintiff seeks payment of insurance proceeds claimed under an insurance policy issued by COUNTRY Mutual Insurance Company, and unspecified tort damages for alleged bad faith refusal to pay proceeds under the policy.

5. Plaintiff alleges it is a Delaware corporation and has its principal place of business in Coppell, Texas. Defendants are incorporated in Illinois and have their principal places of business in Bloomington, Illinois. Complete diversity of citizenship therefore exists between Plaintiff and all Defendants.

6. The amount in controversy exceeds the sum of \$75,000, exclusive of costs and interest. This is evident from the fact that the Complaint seeks in excess of \$50,000 on theories of breach of contract and tort, and *in addition* seeks attorneys' fees which in the judgment of counsel for COUNTRY Mutual Insurance Company will likely exceed \$25,000. On Plaintiff's breach of contract claim, the applicable Limit of Liability for Dwelling coverage is \$137,100, and Plaintiff has provided its Sworn Statement in Proof of Loss in the amount of \$49,414.38. Plaintiff's Sworn Statement in Proof of Loss is attached hereto as Exhibit 2. Plaintiff also alleges tort damages based upon Defendants' alleged "bad faith actions, and fraud/deceit." Finally, in pre-suit correspondence, Plaintiff has demanded \$134,166.96 to assign its judgment of foreclosure to Defendant in resolution of its claims under the subject insurance policy, further illustrating that the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332(a), because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs, and removal of this action is proper pursuant to 28 U.S.C. §§ 1441(a) and (b).

8. A true and correct copy of Defendants' Notice of Removal has been served on the Clerk of the Traill County District Court, East Central Judicial District, State of North Dakota, and on the Plaintiff's attorney pursuant to 28 U.S.C. § 1446(d).

Dated: February 22, 2018.

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